

REMARKS

Claims 1-20 are currently pending. Claims 1-2, 7, 9, 11-12, 16-17, and 19-20 have been amended. Claims 3-5, 8, 13-15, and 18 have been cancelled. Claims 21-52 have been added. Support for the newly added claims is found in the specification, for example, see pages 4-5, 8-12, 16-17, and 20-24.

Objections

1. Trademarks

Claims 4 and 14 have been objected to for inclusion of a trademark in the claim. Claims 4 and 14 have been cancelled.

2. Embedded hyperlinks

The specification has been objected to for inclusion of an embedded hyperlink. The specification has been amended to recite "Details of this NASA-sponsored space mission may be found at NASA's web site."

In view of the above remarks and amendments, the Applicants respectfully request the objections be withdrawn.

I. Claim Rejections under 35 U.S.C. § 112

1. Claim 1 stands rejected for lack of antecedent basis. Claim 1 has been amended to recite "said computer network." Applicants submit that claim 1, as amended, satisfies the requirements of 35 U.S.C. 112, second paragraph.

2. Claim 1 stands rejected for being indefinite for the term “open system.”

However, the term “open system” is not recited in the claim. Claim 1 recites “openly accessible.” Support for “openly accessible” can be found, for example, on page 4, lines 4-16, and page 5, lines 10-12.

3. Claim 8 and 18 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Claims 8 and 18 have been cancelled.

Claims 8 and 18 stand rejected for being indefinite in scope for the term “proprietary format.” Claims 8 and 18 have been cancelled.

4. Claims 13, 14, and 16 stand rejected as being indefinite for the phrase “for storing further.” Claim 16 has been amended to recite “instructions for storing, further comprising” to improve the readability of the claim. Claims 13-14 have been cancelled.

5. Claim 17 has been rejected for being indefinite for the phrase “accepting a connection.” Claim 17 depends on claim 12 which distinctly claims “accepting a connection” to be a connection “to said simulation portal from each of said plurality of simulation engines.” Applicants submit that this language is clear to a skilled artisan, and is therefore, satisfies the requirements of 35 U.S.C. §112, second paragraph.

In view of the above remarks and/or amendments, Applicants submit that the claims satisfy the requirements of 35 U.S.C. §112, first and second paragraph.

II. Claim Rejections under 35 U.S.C. § 101

Claims 12-18 have been rejected for claiming non-statutory matter. Claims 12-18 have been amended to recite “A computer program product embodied on computer readable medium usable by a processor, the medium having stored thereon a sequence of instructions which, when executed by said processor, causes said processor to execute a method for facilitating a collaborative simulation.” Applicants respectfully submit that these claims, as amended, satisfy the requirements of 35 U.S.C. § 101.

III. Claim Rejections under § 102 and 103

1. Claims 1, 9, 12, and 19 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Dalpasso et al. (*Virtual simulation of distributed IP-based designs* Proceedings of the 36th ACM/IEEE conference on Design automation conference (June 1999)).

As per claims 1, 9, and 12 the cited passage of Dalpasso discloses:

The IP-user can instantiate IP components from multiple remote providers and simulate them together with proprietary blocks in a seamless fashion. Moreover, the IP-user can negotiate at simulation setup what type of cost estimators and functional models will be made available but each provider for each component. JavaCAD is fully written in Java and supports hierarchy, multiple levels of abstraction, distributed and parallel simulation.

The conceptual architecture of JavaCAD is depicted in Fig. 1. The IP-user specifies a complete design within a JavaCAD client. The design contains IP components from one or more providers. Providers communicate with the client through JavaCAD servers. During a setup phase, user and provider negotiate the type of functional and cost models that will be deployed during simulation. Simulation is then performed and the complexity of the communication between client and servers over the internet is completely hidden by the backplane. In

synthesis, JavaCAD performs *virtual simulation* where one or more components of the design are *virtual* because they have not yet been purchased.
Page 50, column 2, paragraph 2, line 5 to page 51, column 1, paragraphs 1-2 (emphasis added).

In these passages, Dalpasso refers to all the problems of the prior art as discussed, for example, in the specification background section page 3, lines 10-23. Dalpasso discloses “distributed and parallel simulation” where “[t]he IP-user specifies a complete design within a JavaCAD client. The design contains IP components from one or more providers. Providers communicate with the client through JavaCAD servers.” Dalpasso does not disclose “said output file available to all simulation engines participating in the simulation” as recited in amended claims 1, 9, and 12.

As per claim 19, Dalpasso discloses “On the IP-provider side, the main issue is intellectual property protection: the provider wants to communicate to the user as much information as possible to facilitate the purchase, but she/he does not want to disclose her/his intellectual property to the IP-user.” Page 50, Introduction section, paragraph 4, lines 17-21. Dalpasso further discloses “In fact, not only the communication between the client and the server must be secured from third party intrusions, but even the client and the server cannot completely trust each other (for IP-protection goals).” Page 52, section 3.4, paragraph 1, lines 4-7. As Dalpasso discloses the protection of IP, Dalpasso teaches away from and does not disclose “publishing a system design specification model” as recited in claim 19.

2. New claims 35 and 46 recite sufficiently the same elements as claims 1, and therefore, are patentable over Dalpasso for at least the same reasons.

New claims 36-45 and claims 47-51 depend on claims 35 and 46, respectively, and therefore, are patentable over Dalpasso for at least the same reasons.

3. Claims 2-8, 10-11, 13-18, and 20 have been rejected under 35 U.S.C. § 103 by Dalpasso in view of U.S. Patent No. 6,256,664 to Donoho et al. (issued 3 July 2001) (“Donoho”).

Claims 2 and 6-7, 10-11, 16-17, and 20-22 depend from claims 1, 9, 12, and 19, and therefore, are patentable over Dalpasso in view of Donoho for at least the same reasons.

4. As per new claims 23 and 52 Dalpasso discloses “The JavaCAD backplane is a set of packages written in Java [6], called JavaCAD Foundation packages (JFP), that must be used by the IP-provider and by the IP-user.” As such Dalpasso neither discloses “the portal being created dynamically” as recited in new claim 23 or “the plurality of simulation engines including any web enabled engine” as recited in claim 52.

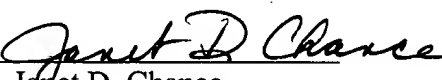
New claims 24-34 depend on claim 23 and therefore are patentable over Dalpasso for at least the same reasons.

CONCLUSION

On the basis of the above remarks, reconsideration and allowance of the claims is believed to be warranted and such action is respectfully requested. If the Examiner has any questions or comments, the Examiner is requested to contact the undersigned at the number below.

Respectfully submitted,
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